

# Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

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TALSO ADMITTED IN ARIZONA

ALSO ADMITTED IN ARKANSAS

ALSO ADMITTED IN FLORIDA

ALSO ADMITTED IN GEORGIA

ALSO ADMITTED IN MINESOTA

ALSO ADMITTED IN MINESOTA

ALSO ADMITTED IN MINESOTA

ALSO ADMITTED IN ORIVE

ALSO ADMITTED IN ORIVE

ALSO ADMITTED IN SOUTH CAROLINA

ALSO ADMITTED IN SOUTH CAROLINA

ALSO ADMITTED IN SOUTH CAROLINA

ALSO ADMITTED IN TENNESSEE

RONALD AUSTIN CANTY

December 3, 2004

Janie Kinsey C.H. Kinsey Route 2 Box 284 Headland, AL 36345

Re: Settlement with CitiFinancial/Associates/Commercial Credit/Kentucky
Finance/Transouth Financial

Dear Janie Kinsey and C.H. Kinsey:

If the person(s) which this letter is addressed passed away, I need their personal representative or next of kin to contact me immediately.

We are pleased to inform you that we have negotiated a settlement offer of \$10,259.11 with CitiFinancial/Associates/Commercial Credit/Kentucky Finance/Transouth Financial (hereinafter jointly "CitiFinancial") for your claims. We believe that this is a fair settlement offer for your claims and recommend that you accept it.

Your settlement offer is part of a Settlement Agreement that CitiFinancial has entered into with our law firm concerning certain Claimants who allege injury as a result of CitiFinancial's lending practices. A description of the settlement is set forth in the attached "Description of Settlement."

If you approve this settlement and want to accept your settlement offer, please carefully review all of the enclosed documents, then do ALL of the following:

- sign the enclosed release IN THE PRESENCE OF A NOTARY PUBLIC
- sign the enclosed "Disbursement Schedule"
- sign this letter where indicated below

Return ALL THREE (3) signed documents to me in the enclosed stamped envelope as soon as possible. Please return all pages of all three (3) documents so that processing of your claim will not be delayed. Also, provide us with a copy of your driver's license.

Janie Kinsey C.H. Kinsey December 3, 2004 Page 2

If you currently have a bankruptcy proceeding pending, notify us immediately.

Once we submit your release to CitiFinancial, we anticipate that you will receive your settlement monies approximately 21 days after CitiFinancial approves your claim for payment.

You are free to accept or reject your settlement offer. If you choose to reject this offer, your claims against CitiFinancial, to the extent that you have any, would have to be litigated in the tort system. This will involve substantial additional expense and delay, and you also run the risk of receiving nothing for your claims against CitiFinancial.

If you choose to accept your settlement offer and sign the enclosed release, please remember that by doing so you are agreeing to accept the settlement monies offered by CitiFinancial and, in exchange, are giving up your right to a trial against CitiFinancial. As you know, trial is risky because you could win or lose your case against CitiFinancial. If you go to trial, the jury could award you more, less, or no money against CitiFinancial. In addition, even if you are successful at trial, a Defendant always has the right to appeal your jury award. The appeal process may take anywhere from two to three years to complete and will result in additional costs and expenses in your case. Any monies awarded by the jury cannot be paid to you until the appeal process is complete and a finding has been made in your favor. Further, an appeal could also result in a new trial being ordered and the litigation process would then start over again.

Please note that the enclosed release is a full and final release of all of your claims against CitiFinancial and its related companies for any and all injuries related to your loan(s), whether now known or unknown. Under the terms of the enclosed release, you will also be giving a full and final release of any claims that you may have related to your loan(s) as of the date of the enclosed Release. Finally, you will be releasing any claims also against any employees, agents, contractors, dealers, insurance companies, car dealers, and warranty companies who may have been involved in your loan. Again, we believe that the amount being offered you by CitiFinancial under the terms of this Settlement is fair compensation for your claims.

It is also important for you to remember that the amount above being offered to you is the gross value of the CitiFinancial settlement offer. As with all settlements, expenses and attorney fees will be deducted from this settlement amount before a check is issued to you. I have enclosed a disbursement schedule which sets forth expenses and attorney fees for your case. The disbursement schedule also sets forth the amount you will receive.

If you have any questions or concerns regarding this settlement offer or the enclosed release, please feel free to contact us at 1-800-898-2034.								
	Since	erely,						
	C. Lance Gould							
	C. Lance Gould							
CLG:kjb Enclosures								
I agree to the terms of the settlement of "Description of Settlement."	offer	described	in this	letter	and	in	the	enclosed
		DATE		***************************************		-		

DATE

#### **Description of Settlement Agreement**

Document 1-4

CitiFinancial/Associates/Commercial Credit/Kentucky Finance/Transouth Financial (hereinafter jointly "CitiFinancial") engaged in a pattern and practice of abusive lending activity. As a result, CitiFinancial has entered into a Settlement Agreement with Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. (hereinafter "Plaintiffs' Counsel") regarding the settlement of the claims against CitiFinancial of individuals for whom Plaintiffs' Counsel serves as counsel or cocounsel and who allege injury as a result of making loans with CitiFinancial.

## Settlement Offer Values

We individually evaluated each Claimant's case in light of the circumstances of each individual case and a consideration of various objective factors including, but not limited to: the type of loan, add-on fees; purchase of insurance products and warranties; debt consolidation; and refinancing. We believe that each Claimant's settlement offer under this Settlement Agreement fairly reflects the results of that individualized evaluation.

To help you to better understand the broader universe of CitiFinancial claims that are included in this Settlement Agreement and where your claim is situated within this larger group, we are providing below information regarding the settlement ranges. If you have any questions regarding the claim valuation process or the information provided in this "Description of Settlement" document, please feel free to contact us.

```
$ 1,000.00
                $ 2,500.00
                                 2.444
$ 2,500.01
                $ 5,000.00
                             =
                                 1,868
                $ 7,500.00
                             =
                                   625
$ 5,000.01
$ 7,500.01
                $10,000.00
                             =
                                   326
$10,000.01
                $12,500.00
                                   136
$12,500.01
                $15,000.00
                             =
                                    58
$15,000.01
                $17,500.00
                             =
                                    35
$17,500.01
                $20,000.00
                                    22
over $20,000.00
                                    10
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Please note that the number of Claimants in each Category above represents only the approximate number of individuals with claims eligible for settlement under this Agreement. These numbers may include Claimants who do not ultimately qualify for payment under the terms of the Settlement Agreement because they are not able to provide the necessary evidence. They may also include Claimants who ultimately do not participate in this settlement.

#### Total Value of Settlement

Based on the above listing of settlement offer values, the total value of this settlement will be approximately \$21,199,989.55.

### Confidentiality

The terms of the Settlement Agreement are confidential. You must not disclose these terms to others. In addition, the name of each of the Claimants covered by this Settlement Agreement is not set forth in this summary to protect his/her privacy. If you nonetheless wish to have further information about other Claimants included in this settlement, please contact us, and we will make appropriate information available to you in a way that we hope will still protect the privacy of our clients.